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25 September 1967

Bladenburg Metals
Kenilworth Avenue & Lawrence St.
Bladenburg, Maryland 20710

Attention: Mr. Aaron S. Teitel

Subject: Letter of Agreement No. 78-27/68

Gentlemen:

This Agreement covers the smelting of Government Property, aluminum and zinc plates, and the purchase, by the Contractor, of the residue metal in accordance with the terms and conditions as hereinafter set forth, for the period beginning 25 September 1967 and ending 30 June 1968.

1. Plates to be delivered to Contractor's plant as follows:

- a. Aluminum, residue metal - \$0.0876 per lb.
(est. 2,000 lbs. per month)
- b. Zinc, residue metal - \$0.0500 per lb.
(est. 50 lbs. per month)

The quantities shown represent the Government's estimate of the average monthly amounts to be smelted and "sold" to the Contractor. The Government makes no guarantee as to the amount of metal or metals to be smelted and sold.

2. Destruction - All plates will be melted completely until in a liquid form. Such melting will be under the supervision of an authorized representative of the Contracting Officer and shall be done on day of delivery.

3. Notice of Work to be Performed - The Contractor shall be given forty-eight (48) hours notice prior to time material is to be delivered for smelting. This is required inasmuch as the Contractor will prepare for melting by moving in to heating position, clean smelting pots.

4. Weighing - All weights will be determined by weighing on the Contractor's scales and shall be done under the supervision of the authorized representative of the Contracting Officer.

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5. Work Ticket - The Contractor shall prepare a work/ job ticket, in triplicate, for each delivery and metal melted. The ticket shall show the date metal was melted, the type of metal, and the total number of pounds of residue for each metal. Each ticket shall be confirmed by and initialed by the authorized representative of the Contracting Officer. This representative shall receive two (2) copies of the ticket and one shall be retained by the Contractor.

6. Payment - The Contractor shall pay the Government for the metal(s) residue at the rates stated above for all material retained within one (1) month from date of delivery/ receipt of the material. Payments may be consolidated; however, all payments shall be accompanied by a list of the tickets covered. Payments shall be by check payable to the Treasurer of the United States, and mailed to

Central Intelligence Agency
Procurement Division
Washington, D. C. 20505
Attn:

Contracting Officer

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7. Liability - The Contractor agrees to indemnify, save and keep harmless the United States against any or all loss, cost, damage, claim, expense or liability whatsoever because of accident or injury to persons or others occurring through any act or acts of the Contractor or his agent or employees in connection with this Agreement.

8. Termination for the Convenience of the Government - It is understood and agreed that this Agreement may be terminated for the convenience of, and without cost to the Government at any time during the term of the Agreement upon notification, in writing, to the Contractor by the Contracting Officer, within thirty (30) days prior to the effective date of such termination.

9. Technical Representative - The Technical/Administrative Officer shown below, shall act for and on behalf of the Contracting Officer in the administration of this Agreement with respect to resolution of issues in connection with such matters as acceptability of workmanship and all other technical requirements of the Agreement. This delegation does

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not authorize the modification of any of the terms or conditions of the Agreement. All authorities not herein delegated are reserved to the Contracting Officer.

Technical/Administrative Representative:



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Contractor's Representative:

Mr. Aaron Taitel
Telephone: 277-0400

10. Equal Opportunity Clause - During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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d. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Contractor's noncompliance with the nondiscrimination clause of this Agreement, or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulative or order of the Secretary of Labor or as otherwise provided by law.

g. The Contractor will include the provisions of paragraphs a. through g. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; Provided, however, that in the event the Contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

11. Default - If, the Contractor breaches this Agreement by failing to make payment as required, or by failing to accept the property in accordance with the terms and conditions of this Agreement, the Government may send the Contractor a

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fifteen (15) day written notice of default (calculated from date of mailing), and upon Contractor's failure to cure such default within that period (or such further period as the Contracting Officer may allow) the Contractor shall lose all right, title and interest which he might otherwise have acquired in and to the property as to which a default has occurred. The Contractor agrees that in the event he fails to pay for the property within the prescribed time, the Government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages, a sum equal to 20% of the purchase price of the item (or items) as to which the default has occurred. Whenever the Government exercises this election, it shall specifically apprise the Contractor either in its original notice of default (or in separate subsequent written notice) that upon the expiration of the period prescribed for curing the default the formula amount will be retained (or collected) by the Government as liquidated damages. The maximum sum, moreover, which may be recovered by the Government as damages for failure of the Contractor to pay for the same shall be such formula amount. If the Contractor otherwise fails in the performance of his obligations thereunder, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

Your acceptance of the foregoing is required. Upon execution of all three copies of the Agreement, one executed copy may be retained for your files and the original and one copy returned to this Agency (attention Procurement Division) within ten (10) days.

In the event any information is needed prior to your execution of the Agreement, you may contact telephone number

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Very truly yours,

Contracting Officer

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ACKNOWLEDGED AND ACCEPTED THIS

_____ DAY OF _____ 1967

BY: _____

TITLE: _____

Bladensburg Metals, Kenilworth Ave. & Lawrence St., Maryland

Distribution:

- 1 - O/F/C&LD
- 1 - OL/PD (Official)
- 1 - OL/PED
- 1 - OL/B&W

REQUEST NO. - 70-27/60

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